

New Jersey Institute of Technology  
Standard Speaker/Performer Contract

This shall serve as a Contract Agreement between New Jersey Institute of Technology, herein after referred to as “the College” and the undersigned Speaker/Performer, \_\_\_\_\_, herein after referred to as “the Speaker/Performer” for the engagement described below

1. Type / Name of engagement: \_\_\_\_\_
2. Sponsoring Student Organization: \_\_\_\_\_
3. Location of engagement: \_\_\_\_\_
4. Day/Date of engagement: \_\_\_\_\_
5. Starting and finishing time of engagement: \_\_\_\_\_
6. Fee agreed upon: \_\_\_\_\_. Speaker / Performer shall be paid by check immediately following the completion of the engagement, provided all contract obligations have been met. If not met, payment shall be re-negotiated within ten (10) business days.
7. The College shall at all times have complete supervision, direction and control over the service of the Speaker/ Performer during the engagement. Failure to comply will result in cancellation of performance and forfeiture of payment to the Speaker/Performer.
8. If the Speaker/Performer cancels said Contract Agreement less than 7 days prior to the date of the performance, the Speaker / Performer is obliged to reimburse the College for the expense already incurred (e.g. publicity).
9. The College reserves the right to cancel this Contract Agreement with no obligation for payment to the Speaker/Performer up until 7 days prior to the engagement.
10. If completion of this Contract Agreement is rendered impossible due to an Act of God or any other extreme conditions beyond the control of either party, or if the College’s sole discretion cancellation of the event is necessary for the safety of the campus community, it is understood that there shall be no claim for damages by either party.
11. The Speaker/Performer understands and will inform all necessary parties that drinking of alcoholic beverage on campus is permitted only in the Pub at NJIT by those 21 years of age or older with proper identification. Permitted alcoholic beverages shall consist only of those which are sold on the premises.

New Jersey Institute of Technology  
Standard Speaker/Performer Contract

- Furthermore, the Speaker/Performer understands that violation of this alcohol policy or possession or use of other illegal controlled substances anywhere on campus, including the Hazell Center, shall result in complete forfeiture of payment, and may result in the Speaker/Performer being banned from the campus, legal action, and/or arrest.
12. The College strictly prohibits vehicles from driving on the sidewalks or lawn. Violators will be held legally and financially responsible for any damages which results. Vehicles may only use roadways and park in the designated parking spaces.
  13. The College strictly prohibits smoking in all building, including but not limited to all performance space(s) and dressing room(s). Smoking is only permitted outdoors. Violators may be subject to non-payment and may not be allowed to perform at the College again.
  14. The parties agree that all security is subject to the sole and exclusive control of the New Jersey Institute of Technology. The Speaker/Performance agrees that neither the Speaker/Performer nor his/her agents or employees will be permitted to search attendees, patrol, guard, or in any way provide security for the speaking engagements. With the prior consent of the College, the Speaker/Performance may be accompanied by individuals providing personal security for the speaker, subject to any conditions determined by the College. The Speaker/Performance anticipates or encounters any particular security needs or problems they will immediately be brought to the College's attention by notifying the Dean of Student (or her designee) or the Director of Public Safety (or his designee).
  15. Possession of weapons on campus is strictly prohibited. Violators of this prohibition are subject to immediate arrest and criminal prosecution.
  16. It is agreed that if the Speaker/Performer insists upon security measures that are not agreeable to the College, the College may not terminate this Contract Agreement and cancel the speaking engagement, and that the College shall be released from any liability or damages for such cancellation.
  17. The Speaker /Performer agrees to abide by all rules and regulations of New Jersey Institute of Technology, including but not limited to those concerning sale and/or distribution of materials.
  18. The Speaker/Performer agrees to allow the College to audio and/or video tape the engagement.
  19. The Speaker/Performer shall not assign this Contract Agreement without the prior written consent of the College.

New Jersey Institute of Technology  
Standard Speaker/Performer Contract

20. The College and the Speaker/Performer stipulates and agree that venue with respect to any matter in dispute which may arise under this contract agreement shall properly be place in New Jersey and that all disputes shall be resolved by suit brought before a Court in New Jersey. The College and the Speaker/Performer further agree that such suit for purpose of venue may only be initiated and maintained in Essex County, New Jersey.
21. This Contract Agreement shall be governed in accordance with the laws of the State of New Jersey, including but not limited to the contractual Liability Act, NJSA 59:13-1, et seq.
22. The College and the Speaker/Performer agree that any changes, additions, or deletions to this Contract Agreement must be completed in writing, signed and agreed to by both parties.

AGREED AND ACCEPTED

For New Jersey Institute of Technology

For the Speaker/Performer

\_\_\_\_\_  
Student Activities Advisor (print)

\_\_\_\_\_  
Speaker/Performer (print)

\_\_\_\_\_  
Advisor's Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Speaker/Performer's SS # or  
Federal ID Number

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date